

	<h2>PERSONAL SERVICE CONTRACT</h2>		DSHS Contract Number: Resulting From Procurement Number:	
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.29 RCW.			Program Contract Number: Contractor Contract Number:	
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)		
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER	
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS	
DSHS ADMINISTRATION	DSHS DIVISION		DSHS CONTRACT CODE	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS		
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX		DSHS CONTACT E-MAIL ADDRESS	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS		
CONTRACT START DATE	CONTRACT END DATE		CONTRACT MAXIMUM AMOUNT	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify):				
This Contract contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant they have read and understand this Contract, and have authority to enter into this Contract.				
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED	
DSHS SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED	

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Central Contract Services" means the DSHS Office of Legal Affairs, Central Contract Services, or successor section or office.
 - b. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
 - c. "Contracting Officer" means the Contracts Administrator, or successor, of DSHS Central Contract Services or successor section or office.
 - d. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - e. "DSHS" or "the department" or "the Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.
 - f. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - g. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - h. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - i. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - j. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Statement of Work.**

DSHS reserves the right to negotiate the specific wording of the Statement of Work, based upon the requirements of this RFQ and the terms of your Proposal.

3. **Billing and Payment.**

DSHS reserves the right to negotiate the specifics of Billing and Payment, based upon the requirements of this RFQ and the terms of your Proposal.

4. **Advance Payment and Billing Limitations.**

- a. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

- b. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.
 - c. Unless otherwise specified in this Contract, DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - d. The Contractor shall not bill DSHS for services performed under this Contract, and DSHS shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.
5. **Assignment.** The Contractor may not assign this Contract, or any rights or obligations contained in this Contract, to a third party.
6. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
7. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract, and shall return or certify destruction of such information if requested in writing by DSHS.
8. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and shall comply with Chapter 42.52 RCW throughout the term of this Contract.
9. **Contractor Not an Employee of DSHS.** For purposes of this Contract, the Contractor acknowledges that the Contractor is an independent contractor and not an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not hold the Contractor or any of the Contractor's employees out as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not claim for the Contractor or the Contractor's employees any rights, privileges, or benefits which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold DSHS harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees, unless otherwise specified in this Contract.
10. **Debarment Certification.** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by DSHS, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.
11. **Execution, Amendment, and Waiver.** This Contract shall be binding on DSHS only upon signature by DSHS. This Contract, or any provision, may be altered, amended, or waived by a written amendment executed by both parties, except that only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of DSHS.
12. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County, Washington.

- 13. Indemnification and Hold Harmless.** The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all liability resulting from the acts or omissions of the Contractor and any Subcontractor.
- 14. Inspection; Maintenance of Records.**
- a. During the term of this Contract and for one (1) year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor, Contractor's place of business, client records, and Contractor records to DSHS and to any other employee or agent of the State of Washington or the United States of America in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Contract.
 - b. During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
 - (1) Document performance of all acts required by law, regulation, or this Contract;
 - (2) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
 - (3) Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.
- 15. Nondiscrimination.** The Contractor shall comply with all applicable federal, state, and local nondiscrimination laws and regulations.
- 16. Notice of Overpayment.** If the Contractor receives a Vendor Overpayment Notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. include a copy of the overpayment notice.
- Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.
- Failure to provide OFR with a written request for a hearing *within 28 days* of service of a Vendor Overpayment Notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.
- 17. Obligation to Ensure Health and Safety of DSHS Clients.** The Contractor shall ensure the health and safety of any DSHS client with whom the Contractor has contact in performance of this Contract.
- 18. Order of Precedence.** In the event of an inconsistency in this Contract, unless otherwise provided

herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal, state, and local law and regulations;
- b. The terms and conditions of this Contract; and
- c. Any Exhibit, document, or material incorporated by reference.

19. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Contractor uses to perform this Contract, but which is not created for or paid for by DSHS, is owned by the Contractor; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

20. Severability; Conformity. The provisions of this Contract are severable. If any provision of this Contract is held invalid by any court, that invalidity shall not affect the other provisions of this Contract and the invalid provision shall be considered modified to conform to existing law.

21. Single Audit Act Compliance. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award years, if awards are for research and development, as well as names of the federal agencies. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor is a subrecipient and expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to the DSHS Contact named in this Contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

22. Subcontracting. Except as otherwise provided in this Contract, the Contractor may not subcontract any of the contracted services without the prior, written approval of DSHS as reflected in a written amendment to this Contract. The Contractor shall be responsible for the acts and omissions of any Subcontractor.

23. Survivability. The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration or termination of this Contract shall so survive. Surviving terms include but are not limited to: Confidentiality, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination and Expiration Procedure, Treatment of Assets Purchased by Contractor, and Treatment of DSHS Assets.

24. Termination Due to Change in Funding. If the funds DSHS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

25. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

26. Termination for Default. The Contracting Officer may terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to ensure the health or safety of any DSHS client with whom the Contractor has contact under this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

27. Termination and Expiration Procedure. The following provisions apply if this Contract terminates or expires:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration. If the Contract is terminated, the Contractor shall comply with all instructions contained in the notice of termination.
- b. The Contractor shall immediately deliver to the DSHS Contact named in this Contract, or to his or her successor, all DSHS assets (property) in the Contractor's possession, including any material created under this Contract. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of DSHS that is in the possession of the Contractor.
- c. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- d. The rights and remedies provided to DSHS in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Contract.

28. Treatment of Assets Purchased by Contractor. Title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and DSHS waives all claim of ownership to such property.

29. Treatment of DSHS Assets. Title to all assets (property) purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. The Contractor shall protect, maintain, and insure all DSHS property in the Contractor's possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

30. Waiver of Default. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms and conditions of this Contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

